

Recorded Dec. 31, 1959 at 2:45 P. M.

## PURCHASE MONEY

THIS/MORTGAGE, made this 31st day of December 1959 by

Erank S. Lawrence and Sybil M. Lawrence, his wife,

LIBER 17 PAGE 296

WITNESSETH: WHEREAS, Frank S. Lawrence and Sybil M. Lawrence, his wife, now stand indebted unto Sara Rau Lee and Marian Rau Heater, upon their joint and several single bill of even date herewith, payable to the said Sara Rau Lee and Marian Rau Heater, or order, in the principal sum of Twenty-two Thousand Five Hundred Dollars (\$22,500.00), with interest from date at the rate of six per centum (6%) per annum, on the unpaid balance until paid, payable in one hundred eighty (180) equal monthly installments of One Hundred Eighty-nine Dollars and Eighty-seven Cents (\$189.87), commencing on the first day of April, 1960 and on the first day of each and every month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest if not sooner paid, shall be due and payable on the first day of March, 1975.

The right is reserved to the undersigned to pay at any time without premium or fee, the entire indebtedness or any part thereof but no part payment shall be less than the amount of one (1) installment.

If default be made in the payment of any installment under this single bill and if such default is not made good prior to the due date of the next such installment, the entire principal balance and accrued interest shall at once become due and payable without notice at the option of the holders of this single bill. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Presentment, protest and notice are hereby waived.

And, whereas, for the better securing of said single bill this purchase money mortgage is hereby given.

## PURCHASE MONEY

NOW, THEREFORE, This/Mortgage Witnesseth: That for and in consideration of the premises and the sum of Ten Dollars (\$10.00), in hand paid we, the said Frank S. Lawrence and Sybil M. Lawrence, his wife,

do hereby grant and convey in fee simple unto Sara Rau Lee and Marian Rau Heater their

heirs, successors or assigns, all that piece or parcel of land situate, lying and being on the south side of West Patrick Street at and near the "Bend thereof" in Frederick City, Frederick County, Maryland, known as No. 128 West Patrick Street and being part of the same property that was devised to the said Sara Rau Lee and Marian Rau Heater by their father, Rudolph M. Rau by will dated March 12, 1947, probated June 1, 1948 and recorded among the land records of Frederick County, Maryland, in Liber R.L.L. No. 2, folio 594, and being also the same property that was conveyed to the said Rudolph M. Rau by William B. Cutshall and Lulu M. Cutshall, his wife, by deed dated the 15th day of August, 1935 and recorded in Liber 399, folio 264, one of the land records of Frederick County, SAVE AND EXCEPT that portion of such property that was demised by the said Sara Rau Lee and J. Tyson Lee, her husband, and Marian Rau Heater and James R. Heater, her husband, to the City of Frederick, by lease and agreement dated the 31st day of January, 1953 and recorded in Liber 512, folio 129, one of the land records of Frederick County, and being also the same property that was conveyed unto Frank S. Lawrence by Sara Rau Lee and J. Tyson Lee, her husband, and Marian Rau Heater and James R. Heater, her husband, by deed of even date herewith, intended to be recorded just prior to or simultaneously with the recording of this mortgage among the land records of Frederick County, Maryland.